

EXHIBIT B-1

Trinity Financial Services, LLC's Jan, 25, 2018 Supplemental Responses to Plaintiff's First Set of Interrogatories and Requests for Production

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LLC

UNITED STATES DISTRICT COURT
DISTRICT OF NEVADA

RODNEY MOTT,
Plaintiff,

v.
TRINITY FINANCIAL SERVICES,
LLC, AND TRINITY RECOVERY
SERVICES LLC

Defendants

Case No. 2:17-cv-01754-RFB-GWF

**SUPPLEMENTAL RESPONSES OF
DEFENDANT TRINITY
FINANCIAL SERVICES, LLC TO
PLAINTIFF RODNEY MOTT'S
FIRST SET OF
INTERROGATORIES AND FIRST
SET OF REQUESTS FOR
PRODUCTION**

PROPOUNDING PARTY:

PLAINTIFF RODNEY MOTT

RESPONDING PARTY:

DEFENDANT TRINITY FINANCIAL
SERVICES, LLC

SET NO.:

ONE

SUPPLEMENTAL RESPONSES TO INTERROGATORIES

Defendant Trinity Financial Services, LLC (“TFS”) hereby provides supplemental responses to plaintiff Rodney Mott’s (“Mott” or “Plaintiff”) First Set of Interrogatories.

PRELIMINARY STATEMENT

TFS is continuing its investigation of all of the facts relating to this action. TFS' responses to the First Set of Interrogatories propounded by Plaintiff are based upon the information currently available to TFS after a diligent inquiry and such responses should not be construed to necessarily reflect all facts or documents that relate to such Interrogatories. It is anticipated that further investigation, discovery, legal research, and analysis may supply additional facts, documents, or other things, add meaning to known facts, and establish entirely new factual conclusions and legal contentions, all of which may lead to subsequent additions or changes in and variations from the responses set forth herein. These responses are provided without prejudice to TFS' right to rely on other and further facts, documents, or things which it might discover or later understand to be responsive to the requests or upon which it might subsequently come to rely at the time of trial. TFS reserves the right to amend its responses. These responses therefore should not be deemed and do not constitute a waiver of TFS' right to rely on additional or different facts or information at trial.

TFS' responses herein are for the purpose of discovery only. The responses are not an admission or acceptance that any purported facts stated in the requests for production or definitions or instructions contained therein are accurate or true and no such admission of any nature whatsoever is implied or should be inferred. The qualifying language contained in this "Preliminary Statement" is hereby incorporated by reference into each of TFS' responses herein. TFS has responded to Plaintiff's First Set of Interrogatories as it interprets and understands each Interrogatory made therein. If Plaintiff subsequently asserts an interpretation of any

Interrogatory that differs from the understanding of Trinity, then TFS reserves the right to supplement its objections and/or responses.

The following responses are made solely for the purpose of this action. Each response is subject to all objections as to competence, relevance, privilege, materiality, propriety, admissibility, and any and all other objections and grounds that would require the exclusion of any statement contained herein if such information was testified to by a witness present in court.

GENERAL OBJECTIONS

Each of the following general objections is incorporated by this reference into TFS' responses to each request for production:

1. TFS objects to each request to the extent it seeks pre- and post-litigation documents protected by the attorney-client privilege, work product doctrine, litigation privilege, or federal or state rights of privacy. Plaintiff is not entitled to post-litigation documents or any other privileged attorney-client and/or work product materials. TFS also objects to each request to the extent it seeks confidential and proprietary business or trade secret information, or information protected by any other privilege or protection.

2. TFS objects to each request and to each definition in the request to the extent it seeks or requires responses that are neither relevant to the claims or defenses of this action nor proportional to the needs of the case and to each instruction to the extent that it purports to supplement what is required by the Rule 33 of the Federal Rules of Civil Procedure.

3. TFS objects to each request to the extent that the information sought by Plaintiff are not in the possession of TFS and are equally available to Plaintiff through less obtrusive means.

4. TFS objects to each request to the extent that the information sought by Plaintiff is not relevant to the subject matter of the litigation.

5. Discovery and investigation are ongoing.

1 **SUPPLEMENTAL RESPONSES TO INTERROGATORIES**

2 **INTERROGATORY NO. 5:**

3 Please identify all communications between You and Trojan regarding
4 Plaintiff from January 1, 2015 to the present.

5 **SUPPLEMENTAL RESPONSE TO INTERROGATORY NO. 5:**

6 TFS objects to this interrogatory on the grounds that the term “identify all
7 communications” is undefined and ambiguous. Subject to these objections, TFS
8 responds: In addition to the RESPA letter, previously served, TFS will produce
9 copies of the loan sales agreements with Stelis, LLC and Trojan. The agreements
10 will not redact the names of the parties to the agreements, but will redact the names
11 of debtors (excepting Rodney Mott) whose loans were acquired.

12 **INTERROGATORY NO. 6:**

13 Please identify all communications between You and Plaintiff from January
14 1, 2015 to the present.

15 **SUPPLEMENTAL RESPONSE TO INTERROGATORY NO. 6:**

16 TFS objects to this interrogatory on the grounds that the term “identify all
17 communications” is undefined and ambiguous. Subject to these objections, TFS
18 responds: In addition to the RESPA Goodbye Letter and Cease and Desist Letter,
19 previously served, after a diligent search, TFS was unable to locate the specific
20 letter notifying Mott that TFS would be procuring credit or sharing it with other
21 entities. However, TFS is producing the letter that it sends to its borrowers.

22 **INTERROGATORY NO. 8:**

23 Please identify all Consumer Reports You procured from CRAs related to the
24 Plaintiff from January 1, 2015 to the present. For each Consumer Report identified,
25 please specify (1) the date the Consumer Report was requested, (2) the name of the
26 person who made the request, (3) the CRA from whom the Consumer Report was
27 requested, (4) the permissible purpose (if any) You provided to the CRA to access
28 the Consumer Report, (5) the date You received the Consumer Report, (6) the

1 amount paid to access the Consumer Report, if any, and (7) whether the Consumer
 2 Report was intended for your use, or use by another entity, and if so, an
 3 identification of the other entity who received the Consumer Report from You.

4 **SUPPLEMENTAL RESPONSE TO INTERROGATORY NO. 8:**

5 The credit reports pulled by TFS and previously served indicate the
 6 approximate date that each Consumer Report was requested, the CRA from whom
 7 the Consumer report was requested, and the approximate date that TFS received the
 8 Consumer Report. TFS does not know the name of the person[s] who made the
 9 individual request[s]. The requests after August 2015 were made on behalf of and
 10 at the request of Trojan; requests made before August 2015 were made on behalf of
 11 and at the request of TFS. Inasmuch as the credit reports regarding Mott were part
 12 of a broader request for credit reports for a multitude of debtors, TFS is unable to
 13 provide the amount it paid to access the Consumer Reports with respect to Mott.
 14 With respect to Consumer Reports requested from Trans Union, the purpose of
 15 requesting the reports before the purchase of the security interest was to evaluate
 16 the individual asset that TFS was considering purchasing and, after the purchase of
 17 the security interest, to continue monitoring the asset from time to time taking into
 18 account TFS' ongoing security interest in the asset. Discovery is continuing. With
 19 respect to Consumer Reports requested through Credco, the purpose of requesting
 20 the reports was account review of existing portfolio and credit review prior to
 21 acquisitions.

22 **INTERROGATORY NO. 10:**

23 Please identify all Consumer Reports You procured from Credco from
 24 January 1, 2015 to the present.

25 **SUPPLEMENTAL RESPONSE TO INTERROGATORY NO. 10:**

26 TFS objects to this interrogatory on the grounds that the interrogatory is
 27 overbroad, seeks private information, and seeks information that is not relevant to
 28 the subject matter of this litigation and unlikely to lead to the discovery of

1 admissible evidence. Subject to these objections, TFS responds: TFS has produced
2 all of the credit reports with respect to Mott that it are in its possession, custody, or
3 control.

4 **INTERROGATORY NO. 11:**

5 Please identify all operative written agreements between You and Trans
6 Union related to Your access of Consumer Reports from Trans Union, between
7 January 1, 2015 and the present, as well as any attachments or schedules which
8 identify the specific permissible purposes from which You may access consumer
9 reports from Trans Union. If the operative written agreement was executed prior to
10 January 1, 2015, please specify the same.

11 **SUPPLEMENTAL RESPONSE TO INTERROGATORY NO. 11:**

12 TFS objects to this interrogatory on the grounds that the interrogatory is
13 overbroad, seeks private information, and seeks information that is not relevant to
14 the subject matter of this litigation and unlikely to lead to the discovery of
15 admissible evidence. Subject to these objections, TFS responds: TFS is producing
16 its master agreement with Trans Union. Discovery is continuing.

17 **INTERROGATORY NO. 12:**

18 Please identify all operative written agreements between You and Experian
19 related to Your access of Consumer Reports from Experian, between January 1,
20 2015 and the present, as well as any attachments or schedules which identify the
21 specific permissible purposes from which You may access consumer reports from
22 Trans Union. If the operative written agreement was executed prior to January 1,
23 2015, please specify the same.

24 **SUPPLEMENTAL RESPONSE TO INTERROGATORY NO. 12:**

25 TFS objects to this interrogatory on the grounds that the interrogatory is
26 overbroad, seeks private information, and seeks information that is not relevant to
27 the subject matter of this litigation and unlikely to lead to the discovery of
28 admissible evidence. Subject to these objections, TFS responds: TFS does not

1 have any responsive documents within its custody, possession, or control.

2 **INTERROGATORY NO. 13:**

3 Did any of the entities from whom You procured a Consumer Report not
 4 require You to specify the permissible purpose for which You accessed a Consumer
 5 Report each time You did so? If so, please identify these entities, as well as the
 6 occasions on which You procured a Consumer Report without provided [sic] a
 7 permissible purpose.

8 **SUPPLEMENTAL RESPONSE TO INTERROGATORY NO. 13:**

9 TFS objects to this interrogatory on the grounds that the interrogatory is
 10 overbroad, seeks private information, and seeks information that is not relevant to
 11 the subject matter of this litigation and unlikely to lead to the discovery of
 12 admissible evidence. With regard to Trans Union, the agreement between Trans
 13 Union and TFS sets forth the permissible purposes contemplated by the agreement.
 14 In addition, most of the Trans Union reports themselves indicate that the specified
 15 purpose was "account review." Discovery is continuing.

16 **SUPPLEMENTAL RESPONSES TO REQUESTS FOR PRODUCTION**

17 Defendant Trinity Financial Services, LLC ("TFS") hereby provides
 18 supplemental responses to plaintiff Rodney Mott's ("Mott" or "Plaintiff") First Set
 19 of Requests for Production of Documents.

20 **PRELIMINARY STATEMENT**

21 TFS has not fully completed its investigation of the facts relating to this case,
 22 its discovery in this action, and its preparation for trial. All of the responses are
 23 based only upon such information and documents that presently are available to and
 24 specifically known to TFS, which discloses only those contentions that presently
 25 occur to such responding party. It is anticipated that further discovery, independent
 26 investigation, legal research and analysis will supply additional facts, add meaning
 27 to the known facts, as well as establish entirely new factual conclusions and legal
 28 contentions, all of which may lead to substantial additions to, changes in and

1 variations from the contentions set forth. Similarly, further discovery and
 2 investigation may uncover certain privileged documents falling within the
 3 categories of production sought by Plaintiff. Therefore, the following responses are
 4 given without prejudice to TFS' right to refuse to produce privileged documents
 5 later discovered and, conversely, TFS' right to produce subsequently discovered
 6 documents. Additionally, the following responses are given without prejudice to
 7 TFS' right to produce evidence of any subsequently discovered fact, or facts that
 8 TFS may later recall. TFS accordingly reserves the right to change any and all
 9 responses as additional facts are ascertained, analyses are made, legal research is
 10 completed and contentions are made.

11 TFS reserves all objections as to the competency, relevance, materiality,
 12 privilege or admissibility of evidence in any subsequent proceeding and/or trial of
 13 this or any other action for any purpose whatsoever of these responses and any
 14 document or thing identified or provided in response to Plaintiff's requests for
 15 production.

16 Subject to, and without waiving the foregoing objections, TFS responds:

17 **REQUEST FOR PRODUCTION NO. 2:**

18 Please produce all of the policies and procedures for conducting due
 19 diligence You employ prior to acquiring second deeds of trust and corresponding
 20 loan notes for investment purposes, from January 1, 2015 to the present.

21 **SUPPLEMENTAL RESPONSE TO REQUEST FOR PRODUCTION NO. 2:**

22 TFS objects to this request on the grounds that it is overbroad, that the term
 23 "due diligence" is undefined and ambiguous, that it seeks private information, and
 24 that it seeks the production of documents that are not relevant to the subject matter
 25 of this litigation and unlikely to lead to the discovery of admissible evidence.
 26 Subject to these objections, TFS responds: TFS does not have any responsive
 27 documents within its custody, possession, or control.

28

1 **REQUEST FOR PRODUCTION NO. 3:**

2 Please produce all documents in Your possession, custody, or control related
3 to Plaintiff's Loan from January 1, 2015 to the present.

4 **SUPPLEMENTAL RESPONSE TO REQUEST FOR PRODUCTION NO. 3:**

5 TFS objects to this request on the grounds that the definition of the term
6 "related" is overbroad and ambiguous and that, as defined, seeks information
7 protected from disclosure by the attorney-client privilege and work product
8 doctrine. Subject to these objections, TFS has produced the documents within its
9 possession, custody, or control pertaining to Mott's loan.

10 **REQUEST FOR PRODUCTION NO. 4:**

11 Please produce all documents reflecting communications between You and
12 Dreambuilder Investments, LLC regarding Plaintiff from January 1, 2015 to the
13 present.

14 **SUPPLEMENTAL RESPONSE TO REQUEST FOR PRODUCTION NO. 4:**

15 Other than the goodbye letter from Dreambuilder Investments, LLC,
16 previously produced, TFS has made a diligent search for the requested documents,
17 but has been unable to locate any responsive documents within its possession,
18 custody, or control. Discovery is continuing.

19 **REQUEST FOR PRODUCTION NO. 6:**

20 Please produce all documents reflecting communications between You and
21 Trojan regarding Plaintiff from January 1, 2015 to the present.

22 **SUPPLEMENTAL RESPONSE TO REQUEST FOR PRODUCTION NO. 6:**

23 In addition to the RESPA Hello and Goodbye Letters previously produced,
24 TFS will produce a copy of its August 15, 2015 contract that shows the names of
25 the parties to that contract. TFS has made a diligent search for additional requested
26 documents, but has been unable to locate any such documents within its possession,
27 custody, or control. Discovery is continuing.

1 **REQUEST FOR PRODUCTION NO. 7:**

2 Please produce all documents reflecting communications between You and
3 Plaintiff from January 1, 2015 to the present.

4 **SUPPLEMENTAL RESPONSE TO REQUEST FOR PRODUCTION NO. 7:**

5 Other than the documents previously produced, TFS, after a diligent search,
6 has not located any additional responsive documents.

7 **REQUEST FOR PRODUCTION NO. 8:**

8 Please produce all documents reflecting communications with CRAs related
9 to Plaintiff between January 1, 2015 and the present. You may omit from Your
10 answer any periodic Metro tape data You submitted to CRAs as part of Your
11 regular reporting. You may also omit any Consumer Report requested in
12 connection with Request No. 9. Finally, as applicable to communications with
13 Experian and Trans Union, You may omit the operative written agreements
14 requested in connection with Request Nos. 12 and 13.

15 **SUPPLEMENTAL RESPONSE TO REQUEST FOR PRODUCTION NO. 8:**

16 TFS objects to this request on the grounds that it is overbroad, ambiguous,
17 and unintelligible. Subject to these objections, TFS previously produced the credit
18 reports with respect to Mott within its possession, custody, or control.

19 **REQUEST FOR PRODUCTION NO. 9:**

20 Please produce all Consumer Reports You procured from CRAs related to
21 the Plaintiff from January 1, 2015 to the present.

22 **SUPPLEMENTAL RESPONSE TO REQUEST FOR PRODUCTION NO. 9:**

23 TFS has produced all credit reports with respect to Mott within its
24 possession, custody, or control.

25 **REQUEST FOR PRODUCTION NO. 10:**

26 Please produce all Consumer Reports You procured from Trinity Recovery
27 from January 1, 2015 to the present.

SUPPLEMENTAL RESPONSE TO REQUEST FOR PRODUCTION NO. 10:

TFS objects to this request on the grounds that it is overbroad, seeks private information, and seeks the production of documents that are not relevant to the subject matter of this litigation and unlikely to lead to the discovery of admissible evidence. Subject to these objections, TFS responds: TFS has produced all credit reports with respect to Mott within its possession, custody, or control.

REQUEST FOR PRODUCTION NO. 11:

Please produce all Consumer Reports You procured from Credco from January 1, 2015 to the present.

SUPPLEMENTAL RESPONSE TO REQUEST FOR PRODUCTION NO. 11:

TFS objects to this request on the grounds that it is overbroad, seeks private information, and seeks the production of documents that are not relevant to the subject matter of this litigation and unlikely to lead to the discovery of admissible evidence. TFS has produced all credit reports with respect to Mott within its possession, custody, or control.

REQUEST FOR PRODUCTION NO. 12:

Please produce all operative written agreements between You and Trans Union related to Your access of Consumer Reports from Trans Union, between January 1, 2015 and the present, as well as any attachments or schedules which identify the specific permissible purposes through which You may access consumer reports from Trans Union, or a general description of Your business practices which You provided to Trans Union to ensure the same. If the operative written agreement was executed prior to January 1, 2015, please produce that agreement.

SUPPLEMENTAL RESPONSE TO REQUEST FOR PRODUCTION NO. 12:

TFS objects to this request on the grounds that it is overbroad, seeks private information, and seeks the production of documents that are not relevant to the subject matter of this litigation and unlikely to lead to the discovery of admissible evidence. Subject to these objections, TFS responds: TFS will produce its master

1 agreement with Trans Union. Discovery is continuing.

2 **REQUEST FOR PRODUCTION NO. 13:**

3 Please produce all operative written agreements between You and Experian
4 related to Your access of Consumer Reports from Experian, between January 1,
5 2015 and the present, as well as any attachments or schedules which identify the
6 specific permissible purposes through which You may access consumer reports
7 from Experian, or a general description of Your business practices which You
8 provided to Trans Union to ensure the same. This Request applies regardless
9 whether any such agreement is entitled a “subscriber agreement” or otherwise. If
10 the operative written agreement was executed prior to January 1, 2015, please
11 produce specify the same.

12 **SUPPLEMENTAL RESPONSE TO REQUEST FOR PRODUCTION NO. 13:**

13 TFS objects to this request on the grounds that it is overbroad, seeks private
14 information, and seeks the production of documents that are not relevant to the
15 subject matter of this litigation and unlikely to lead to the discovery of admissible
16 evidence. TFS has made a diligent search for the requested documents, but has
17 been unable to locate any responsive documents within its possession, custody, or
18 control. Discovery is continuing.

19 **REQUEST FOR PRODUCTION NO. 14:**

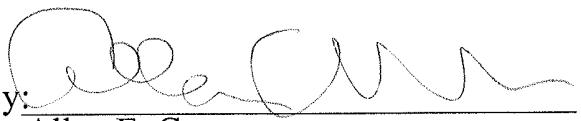
20 Please produce all copies of Your policies and procedures for ensuring You
21 have a permissible purpose prior to accessing a Consumer’s Consumer Report from
22 a CRA between January 1, 2015 and the present.

23 **SUPPLEMENTAL RESPONSE TO REQUEST FOR PRODUCTION NO. 14:**

24 TFS objects to this request on the grounds that it is overbroad, seeks private
25 information, and seeks the production of documents that are not relevant to the
26 subject matter of this litigation and unlikely to lead to the discovery of admissible
27 evidence. Subject to these objections, TFS responds: TFS has produced its policies
28 and procedures regarding consumer reports.

1 Dated: January 25, 2018

BURKE, WILLIAMS & SORENSEN,
LLP

3
4 By: 
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VERIFICATION

I have read the foregoing SUPPLEMENTAL RESPONSES OF DEFENDANT TRINITY FINANCIAL SERVICES, LLC TO PLAINTIFF RODNEY MOTT'S FIRST SET OF INTERROGATORIES AND FIRST SET OF REQUESTS FOR PRODUCTION and know its contents.

- I am a party to this action. The matters stated in it are true of my own knowledge except as to those matters which are stated on information and belief, and as to those matters I believe them to be true.

I am an officer of Trinity Financial Services LLC, a party to this action, and am authorized to make this verification for and on its behalf, and I make this verification for that reason. I have read the foregoing document(s). I am informed and believe and on that ground allege that the matters stated in it are true.

I am one of the attorneys of record for _____, a party to this action. Such party is absent from the county in which I have my office, and I make this verification for and on behalf of that party for that reason. I have read the foregoing document(s). I am informed and believe and on that ground allege that the matters stated in it are true.

Executed at Newport Beach, California on January 25, 2018.

I declare under penalty of perjury under the laws of the State of California
that the foregoing is true and correct.

DON A. MADDEN III

PROOF OF SERVICE

I, Julie D. Anderson, declare:

I am a citizen of the United States and employed in Los Angeles County, California. I am over the age of eighteen years and not a party to the within-entitled action. My business address is 444 South Flower Street, Suite 2400, Los Angeles, California 90071-2953. On January 25, 2018, I served a copy of the within document(s):

**SUPPLEMENTAL RESPONSES OF DEFENDANT, TRINITY
FINANCIAL SERVICES, LLC TO PLAINTIFF, RODNEY
MOTT'S FIRST SET OF INTERROGATORIES AND FIRST
SET OF REQUESTS FOR PRODUCTION**

- by transmitting via facsimile the document(s) listed above to the fax number(s) set forth below on this date before 5:00 p.m.
 - by placing the document(s) listed above in a sealed envelope with postage thereon fully prepaid, the United States mail at Los Angeles, California addressed as set forth below.
 - by placing the document(s) listed above in a sealed _____ envelope and affixing a pre-paid air bill, and causing the envelope to be delivered to a _____ agent for delivery.
 - by personally delivering the document(s) listed above to the person(s) at the address(es) set forth below.
 - by transmitting via e-mail or electronic transmission the document(s) listed above to the person(s) at the e-mail address(es) set forth below.

PLEASE SEE ATTACHED SERVICE LIST.

I am readily familiar with the firm's practice of collection and processing correspondence for mailing. Under that practice it would be deposited with the U.S. Postal Service on that same day with postage thereon fully prepaid in the ordinary course of business. I am aware that on motion of the party served, service is presumed invalid if postal cancellation date or postage meter date is more than one day after date of deposit for mailing in affidavit.

I declare that I am employed in the office of a member of the bar of this court at whose direction the service was made.

Executed on January 25, 2018, at Los Angeles, California.



JULIE D. ANDERSON

SERVICE LIST

Rodney Mott v. Trinity Financial Services, LLC, et al.
United States District Court, District of Nevada, Case No. 2:17-cv-01754-RFB-GWF

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